

COPY

STATE OF ILLINOIS

700-0105

ILLINOIS COMMERCE COMMISSION

STIPULATED AGREEMENT NO. 941

This agreement made and entered into, by and between the State of Illinois acting by and through the Illinois Commerce Commission, hereinafter referred to as "COMMISSION", the Illinois Central Railroad Company, hereinafter referred to as "COMPANY", the Perry County Road District No. 5-2, hereinafter referred to as "ROAD DISTRICT", and the State of Illinois, Department of Transportation, hereinafter referred to as the "DEPARTMENT".

WITNESSETH:

WHEREAS, it has come to the attention of the COMMISSION through informal that inquiry should be made into the matter of improving public safety at the crossing of the COMPANY's track with a public highway known as Pick Road/TR191 located southeast of Pinckneyville, Perry County, Illinois, designated as crossing AAR/DOT 289 166X, milepost 63.31-GE; and

WHEREAS, proper investigation has been made of the circumstances surrounding the aforesaid crossing by a diagnostic team composed of staff members of the COMMISSION and the DEPARTMENT; and

WHEREAS, the physical aspects, including geometrics of the intersection, train movements, vehicular traffic volume, and sight distances and all other pertinent data relating to the crossing have been obtained and shown on Exhibit A, attached to the Agreement; and

WHEREAS, the parties are mutually agreeable to accomplish the proposed improvements upon a determination of COMMISSION by Order.

NOW, THEREFORE in consideration of the premises and of the mutual covenants and agreements as hereinafter contained the parties pray that the COMMISSION enter an Order according to the provisions of Section 18c-7401 of the Illinois Commercial Transportation Law requiring that certain improvements as hereinafter stated be made and that the cost for the proposed improvements be divided among the parties according to law and that in the interest of the statewide traveling public the Grade Crossing Protection Fund ("FUND") of the Motor Fuel Tax Law be required to bear a substantial portion of the cost; To Wit the parties agree as follows:

Section 1 All improvements encompassed by this Agreement shall be made in accordance with all applicable State laws, rules, standards, regulations and orders and procedures in general.

Section 2 The parties are of the opinion that the proper improvements in the interest of public safety at the aforesaid crossing should be:

(a) The installation of automatic flashing light signals and gates controlled by constant warning time circuitry.

DOCKETED

Section 3 The COMPANY has prepared a preliminary estimate of cost to accomplish the proposed improvements which it may be required to perform. Said estimate is attached as Exhibit B. The COMPANY shall upon Order, according to the requirements contained therein, prepare detailed drawings, detailed circuit plans, estimates of cost and any required specifications for the proposed improvements for the approval of the COMMISSION and DEPARTMENT.

Section 4 The COMPANY shall upon Order, according to the requirements contained therein, proceed toward the completion of the proposed improvements, accomplishing the work with its own forces or appropriate contracted services and agrees that an appropriate time for the submission of plans should be 30 days and for the completion of the proposed improvements should be twelve (12) months, from the date of COMMISSION Order subsequent to this Agreement.

Section 5 The parties hereto agree that an equitable division of cost for the proposed improvements should be:

- a) The cost to install the automatic flashing light signals and gates estimated at \$125,750, should be allocated whereby the DEPARTMENT utilizing federal funding under Transportation Equity Act for the Twenty-first Century (TEA-21) should pay 70% of the actual project cost, not to exceed \$88,025; the FUND should bear 30% of said project cost, not to exceed \$37,725, with the Company bearing any remaining costs after payment from TEA-21 and the FUND, as well as all future operation and maintenance cost thereof;

Section 6 Special Provisions: Since federal funding is being utilized for the warning device improvements at the subject crossing, all such work shall be covered by appropriate provisions of Title 23, Chapter I, Subchapter G, Part 646 of the Federal-Aid Policy Guide adopted Dec. 9, 1991.

Since the warning device improvement at the subject crossing will be performed by railroad crews, no flagging or contractor liability insurance will be required for said work.

The COMPANY shall file a written report with the Director of Processing and Information within fifteen (15) days of the conclusion of each calendar quarter, stating the status of expenditures of the project and the percentage of completion of the project; if the project is behind schedule the report must include a brief explanation of the reasons for the delay.

All bills for expenditures authorized to be reimbursed from the Grade Crossing Protection Fund shall be submitted to Mr. Henry Cronister, Illinois Department of Transportation, Central Bureau of Local Roads and Streets, 2300 South Dirksen Parkway, Springfield, Illinois 62674. The DEPARTMENT shall submit a copy of all bills to the Director of Processing and Information, Transportation Division of the COMMISSION. The final bill for expenditures from each party shall be clearly marked "Final Bill". All bills

The COMPANY shall within ninety (90) days of the date of COMMISSION Order subsequent to this Agreement, submit to the Director of Processing and Information, Transportation Division of the COMMISSION, the name, title, mailing address, phone number and facsimile number of the project manager.

Section 7 This Agreement shall be binding upon the parties hereto, their successors or assigns. Upon execution of this Agreement by all parties, the COMMISSION shall enter an appropriate order, within 60 days accepting or rejecting such stipulation according to the provisions contained herein.

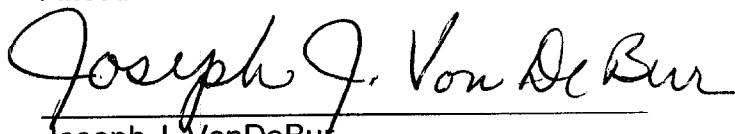
In Witness Whereof, the parties have caused this Agreement to be executed by their duly authorized officers, as of the dates indicated herein.

Executed by the COMMISSION this 24th day of July, 2000.



Michael E. Stead  
Rail Safety Program Administrator

Attest:



Joseph J. VonDeBur,  
Railroad Safety Specialist

Illinois Commerce Commission Stipulated Agreement No. 941 concerning improvements at the Pick Road/TR191 grade crossing of the Illinois Central Railroad Company tracks southeast of Pinckneyville, Perry County, Illinois, designated as crossing AAR/DOT 296 166X, milepost 63.31-GE.

Executed by the Company this 14 day of August 2000.

ILLINOIS CENTRAL RAILROAD  
COMPANY

By: [Signature]

Vice President - CH

Attest:

Nadine Marshall

Illinois Commerce Commission Stipulated Agreement No. 941 concerning improvements at the Pick Road/TR191 grade crossing of the Illinois Central Railroad Company tracks southeast of Pinckneyville, Perry County, Illinois, designated as crossing AAR/DOT 296 166X, milepost 63.31-GE.

Executed by the ROAD DISTRICT this 19 day of September 2000.

ROAD DISTRICT NO. 5-2

By: Randy Farthing  
Randy Farthing,  
Road Commissioner

Attest:

Marilyn Pick  
Marilyn Pick,  
Road Dist. 5-2 Clerk/Treas.

Illinois Commerce Commission Stipulated Agreement No. 941 concerning improvements at the Pick Road/TR191 grade crossing of the Illinois Central Railroad Company tracks southeast of Pinckneyville, Perry County, Illinois, designated as crossing AAR/DOT 296 166X, milepost 63.31-GE.

Executed by the DEPARTMENT this 24 day of October 2000.

STATE OF ILLINOIS  
DEPARTMENT OF TRANSPORTATION

By: James C. Slifer  
Director of Highways

STATE OF ILLINOIS  
ILLINOIS COMMERCE COMMISSION  
STIPULATED AGREEMENT SURVEY FORM

RR/Line: Illinois Central RR Co. Milepost: 63.31-GE Inventory #: 296 166X  
City: southeast of Pinckneyville Street: Pick Road/TR191 County: Perry  
Jurisdiction: Road District No. 5-2 Urban:      Rural: X Commercial:      Residential: X  
Street Surface: Oil and chip Width: 18 ft. Condition: Fair  
Angle: 90° Tracks Tangent: Yes Degree of Curve: --- Superelevation: ---  
Depth of Cut: 0 Height of Fill: 0

Crossing Surface

Track Centers	Elevation	Track	Type	Width	Condition
		<u>Main</u>	<u>Full depth timber</u>	<u>32 ft.</u>	<u>Fair</u>
<u>                    </u>	<u>                    </u>	<u>                    </u>	<u>                    </u>	<u>                    </u>	<u>                    </u>

Intersecting Roads: Two private drives within 200 ft. (see sketch)

Traffic Control Devices Present: None

ADT: 200 vehicles per day Speed: Unposted Statewide: Yes

School Buses: Yes Hazardous Materials: Possibly Other: Ag. Equip.

Rail Traffic: Freight. 8 @ 60 mph Pass.: 0 @ 0 mph Switch: Yes

Simultaneous Movements: No Daylight and Dark: Yes

Present Protection: Reflective crossbucks

Advance Warning Signs: Yes Pavement Marking: No

Visibility Study

Quad	Clearing Visibility	Obstruction	Stopping Visibility	Obstruction
NE	OK*		400 ft.	Trees
NW	OK*		100 ft.	Crops
SE	OK*		100 ft.	Barn, House, Tree
SW	OK*		OK	

\* Per the American Association of State Highway and Transportation Officials (AASHTO) "A Policy on Geometric Design of Highways and Streets"

Approach Grades

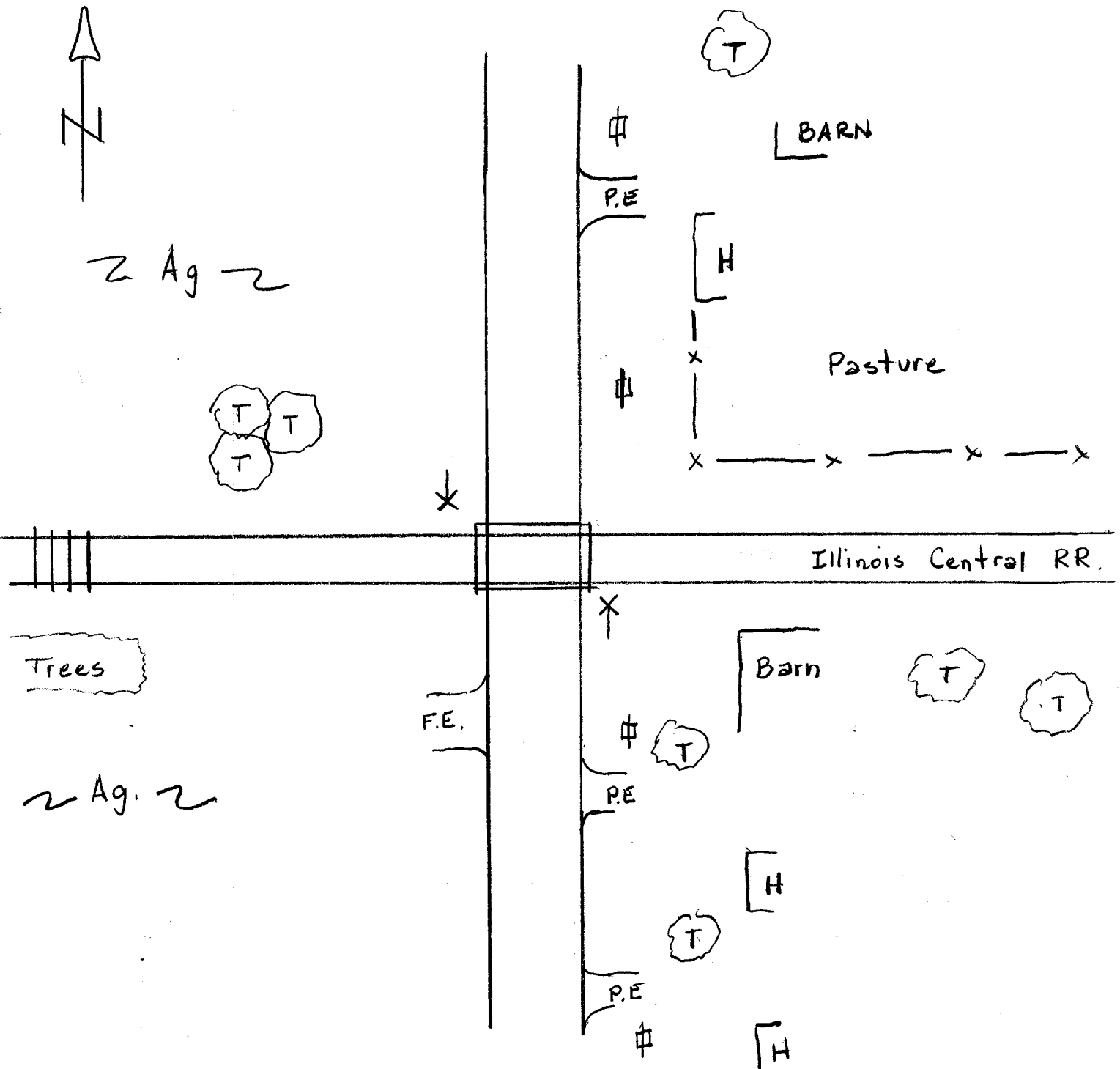
North	25 ft.	≤	1%	50 ft.	≤	5%		
South	25 ft.	≤	1%	50 ft.	≤	5%		

**COMMENTS:**

Funding: 70% provided by Illinois Department of Transportation via the Transportation Equity Act for the Twenty-first Century (TEA-21) Funds.  
30% provided by the Grade Crossing Protection Fund (GCPF)



## SKETCH OF CROSSING: DOT 296 166X



12-APR-2000

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ILLINOIS CENTRAL RAILROAD  
ENGINEERING DEPARTMENT  
OFFICE OF GENERAL MANAGER-C&S

Pinckneyville, IL

Est 1021-001

Estimated cost of Signal work to install FLS &amp; Gates at Pick Road.

Midwest Division

Val Sec Il-2

ITEM DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL COST
=====				
FAPG				
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<u>CROSSING MATERIALS PACKAGE</u>				
CONSTANT WARNING TIME	2.	EACH @	10300.00	20600.00
TERMINATION SHUNT,156 HZ	2.	EACH @	609.00	1218.00
TERMINATION SHUNT,285 HZ	1.	EACH @	488.00	488.00
BIDIRECTIONAL SIMULATOR	1.	EACH @	783.00	783.00
ADJUSTABLE INDUCTOR	1.	EACH @	350.00	350.00
BATTERY CHOKE	2.	EACH @	230.00	460.00
RECTIFIER,CRC 40EC-12V	1.	EACH @	665.00	665.00
RECTIFIER,CRC 20EC-12V	1.	EACH @	535.00	535.00
RELAY, ST 400004	4.	EACH @	526.00	2104.00
XING LAMP CONTROLLER,XLC	2.	EACH @	865.00	1730.00
VITAL LOGIC GATE,VLG	2.	EACH @	531.00	1062.00
VITAL RELAY DRIVER,VRD	1.	EACH @	705.00	705.00
ERICO SURGE PROTECTION	1.	LOT @	2000.00	2000.00
WAGO TERMINATION EQUIPMENT	1.	LOT @	500.00	500.00
RESISTOR,ADJUSTABLE	8.	EACH @	30.00	240.00
EQUIPMENT RACK	2.	EACH @	311.00	622.00
LED FLASHER & GATE ASSY	2.	EACH @	7225.00	14450.00
ARM,EZ GATE,16-24'	2.	EACH @	442.00	884.00
GATEKEEPER,SK-1000	2.	EACH @	1928.00	3856.00
BELL,ELECTRONIC	1.	EACH @	228.00	228.00
BATTERY,GNB 265AH	13.	EACH @	217.00	2821.00
BOX, BATTERY, 6 CELL	3.	EACH @	434.00	1302.00
FOUNDATION,S2 4FT-6IN HI	2.	EACH @	369.00	738.00
ALUMINUM HOUSE,8x6'	1.	EACH @	11400.00	11400.00
CABLE,2c/6 TW.,120-D (O)	400.	FEET @	0.68	272.00
CABLE,7c/6,121-N (O)	250.	FEET @	3.32	830.00
WIRE, #10 AWG STRANDED (O)	400.	FEET @	0.25	100.00
CABLE,5c/14,121-B (O)	2000.	FEET @	1.00	2000.00

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Pinckneyville, IL

Est 1021-001

LANDFILL	1. L.S. @	600.00	600.00
MISC.SIGNAL MATERIAL	1. L.S. @	400.00	400.00
5 MAN GANG	8. DAY @	1000.00	8000.00
PRELIMINARY ENGINEERING	1. L.S. @	3600.00	3600.00
CONSTRUCTION ENGINEERING	1. L.S. @	275.00	275.00

## SUMMARY

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MATERIAL	73943.00 *
HANDLING 0.0610	4510.52
CROSSING SYSTEM WIRING	6000.00
LABOR	8000.00 *
ENGINEERING	3875.00
ACCOUNTING	200.00
COMPOSITE ADD.-DIRECT LABOR 1.0706	8564.80
COMPOSITE ADD.-ENG 1.0088 -ACCT 1.0706	4123.22
SUBSISTENCE	2000.00
RENTAL OF EQUIPMENT	1600.00
POWER TAP	1500.00
CONTINGENCIES	11433.46
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TOTAL COST	125750.00